

1 **AMENDMENT NO. #1 TO SERVICE AGREEMENT**

2 This Amendment No. 1 to Service Agreement (“Amendment No. A-25-236”) is dated  
3 \_\_\_\_\_ and is between George Hills Company, a California Corporation  
4 (“Contractor”), and the County of Fresno, a political subdivision of the State of California  
5 (“County”).

6 **Recitals**

7 A. On June 10, 2025, the County and the Contractor entered into a Service Agreement  
8 which is County agreement number A-25-236 (“Agreement”), for third-party administration  
9 services for the County’s General Liability Program.

10 B. The Agreement includes an annual 3-5% escalator beginning in the second year, based  
11 on the year-over-year change in the Consumer Price Index for Urban Consumers (CPI-U) for  
12 the Fresno region and the escalator calculation in the Agreement was drafted in error and does  
13 not accurately account for increased costs beginning in FY 26-27.

14 C. The County and the Contractor now desire to amend the Agreement to correct  
15 mathematical errors and accurately reflect the intended terms and pricing structure of the  
16 Agreement

17 The parties therefore agree as follows:

18 1. Section 4.2 of the Agreement located at Article 4, Section 4.2, Page 4, lines 1-16 is  
19 deleted in its entirety and replaced with the following:

20 **“Maximum Compensation.** The maximum compensation payable to the  
21 contractor under this Agreement is \$977,275 over the three-year base period.  
22 Provided that the term of the Agreement is extended pursuant to Section 5.2,  
23 “Extension,” (a) the maximum compensation payable to the Contractor under this  
24 Agreement shall not exceed \$358,864 and \$376,807 respectively, and (b) the  
25 maximum payable to the Contractor under this agreement over the term of the  
26 three-year Agreement and two one-year renewal periods will not exceed  
27 \$1,712,946. The Contractor acknowledges that the County is local government  
28 entity, and does so with notice that the County’s powers are limited by the

1 California Constitution and by state law, and with notice that the Contractor may  
2 receive compensation under this Agreement only for services performed  
3 according to the terms of this Agreement and while this Agreement is in effect,  
4 and subject to the maximum amounts payable under this section. The Contractor  
5 further acknowledges that County employees have no authority to pay the  
6 Contractor except as expressly provided in this Agreement. If claims volume  
7 increases or decreases by 10% or more during a 12-month period, Contractor  
8 and County agree to review pricing to determine if a change in compensation is  
9 appropriate through an amendment to this Agreement.

10 2. When both parties have signed this Amendment No. 1, the Agreement and this  
11 Amendment No. 1 together constitute the Agreement.

12 3. The Contractor represents and warrants to the County that:

- 13 a. The Contractor is duly authorized and empowered to sign and perform its obligations  
14 under this Amendment.
- 15 b. The individual signing this Amendment on behalf of the Contractor is duly authorized  
16 to do so and his or her signature on this Amendment legally binds the Contractor to  
17 the terms of this Amendment.

18 4. The parties agree that this Amendment may be executed by electronic signature as  
19 provided in this section.

- 20 a. An “electronic signature” means any symbol or process intended by an individual  
21 signing this Amendment to represent their signature, including but not limited to (1) a  
22 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
23 electronically scanned and transmitted (for example by PDF document) version of an  
24 original handwritten signature.
- 25 b. Each electronic signature affixed or attached to this Amendment (1) is deemed  
26 equivalent to a valid original handwritten signature of the person signing this  
27 Amendment for all purposes, including but not limited to evidentiary proof in any  
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administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

5. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.

6. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory  
2 clause.

3 GEORGE HILLS COMPANY

COUNTY OF FRESNO

4  
5 

6 Ron Shah, CFO

\_\_\_\_\_  
Garry Bredefeld, Chairman of the Board of  
Supervisors of the County of Fresno

7 P.O. Box 120  
8 Rocklin, CA 95677

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

10  
11 By: \_\_\_\_\_  
Deputy

12 For accounting use only:

13 Org No.: 89250100  
14 Account No.: 7100  
15 Fund No.: 1060  
16 Subclass No.: 10000  
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